

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-5179-9369		PAGE 1 OF 15	
2. CONTRACT NO. W912DW-05-P-0276		3. AWARD/EFFECTIVE DATE 02-Aug-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0108	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANGELA A DEXTER				b. TELEPHONE NUMBER (No Collect Calls) 206-764-6801	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 333924 SIZE STANDARD:750		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS Net 30 Days	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO MUD MOUNTAIN & HOWARD HANSON 30525 SE MUD MTN ROAD ENUMCLAW WA 98022-8010		CODE G3R0M00		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE ANGELA DEXTER PH: 206-764-6801 FAX: 206-764-6817 ANGELA.DEXTER@US.ARMY.MIL SEATTLE WA		CODE W912DW	
17a. CONTRACTOR/OFFEROR HUSKY INTERNATIONAL TRUCKS INC DBA DAVID EKOENRUD HUSKY IDEALEASE 13123 48TH AVE S SEATTLE WA 98168-1188 TEL. 206-859-4316		CODE 3AY54		18a. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE W66KQZ	
		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$75,366.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Elaine M Ebert</i>		02-Aug-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ELAINE M EBERT / CONTRACTING OFFICER TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 15

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

NOTES

Payment by Millington

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>

At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

Completion Date not later than 1 January 2006 from Receipt of Order.

Point of contact is Bill Thibadeau at 206-764-3717 ext (221).

CF:

Contractor: **Husky Truck Center**

Point Contact: David Ekoenrud email: dave.ekoenrud@huskytrucks.com

Phone: 206-859-4316, Fax Number: 206-764-3838

Yvonne Kaiser: CENWS- OD-MM

Bill Thibadeau: CENWS- OD- MM

Gerald Frazier: CENWS- OD- MM

Angela Dexter: CENWS-CT-PR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FLATBED TRUCK FFP	1	Each	\$75,366.00	\$75,366.00

REQUESTING A FLATBED TRUCK, 33000 GVW WITH DUMP BODY FOR MUD MOUNTAIN AND HOWAND HANSON DAM. FLATBED TRUCK MUST HAVE THE REQUIRED ATTACHED SPECIFICATION.

PURCHASE REQUEST NUMBER: W68MD9-5179-9369

NET AMT	\$75,366.00
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ACRN AA Funded Amount	\$75,366.00
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FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082433 310022H5B3011990 NA 96453
COST 000000000000
CODE:
AMOUNT: \$75,366.00

SPECIFICATION

VEHICLE DETAILS STANDARD EQUIPMENT - CC7C042 Regular Cab

EXTERIOR

- Bumpers, front steel, painted argent - Bumper thickness 3.9 mm
- Windows, Solar-Ray deep tinted - all windows
- Horn, single electric mounted inside engine compartment
- Positive door stops
- Exterior roof drip moldings
- Roof marker lamps
- Front mud flaps
- Provisions for mounting front license plate
- Integral grille and fenders - The grille is the same color as hood with single halogen headlamps
- Windshield wipers, intermittent, with pulse washers
- Mirror, manual, 102" (259 cm) wide load, integral arm, integral convex mirror black molded composite 12" x 7" (30.5cm x 17.8 cm) with 6" x 7" (15.2cm x 17.8cm) convex section
- Paint, solid, upper color, Summit White
- Paint, solid, lower color, Summit White

INTERIOR

- Stepwell storage areas at each door. Includes storage cover
- Molded vinyl floor covering
- Vinyl door trim panels - with storage pocket on front doors, beverage holders, and reflector on all doors
- Two sided single common key for doors and ignition
- Headlamp warning buzzer
- Sunshades, passenger side and driver side
- Steering, power - ZF variable ratio power
- Tachometer with automatic and manual transmissions
- Electronic engine hour meter
- Gauges, low oil pressure and coolant level, high coolant and engine oil temperature
- Engine "Check gauges" telltale light and buzzer, oil pressure gauge
- Powerpoints - two in-cab power sources (in addition to optional cigarette lighter) for electrical plug-in accessories
- Underhood bodybuilder connections accessory power supply - Provides 12V power supply from the battery with two separate 30 amp fused circuits
- Seat, driver, high-back bucket, Fixed height, manual adjuster - storage in the seat riser with a small lip at the front to stop contents from sliding out
- Seat, passenger, high-back bucket, Fixed height, manual back angle adjuster - storage in the seat riser with a small lip at the front to stop contents from sliding out
- Provisions for stereo - Includes AM/FM antenna, lead wiring for speakers, and separate door chime module N/A with ZQ2 driver convenience package

MECHANICAL

- Underhood air cleaner restriction gauge
- Alternator, AD230, Delco Remy 105-amp maximum
- Battery, single, 600 CCA, Delphi Freedom 12V. - 115-minute reserve capacity @ 27 degrees C, 600 CCA @ -18 degrees C, (Gasoline engines only)
- Exhaust system, single horizontal - driver side mounted inside frame rail
- Transmission, automatic, Allison 2000 5-speed - with 0.74 over drive. Torque rating: 545 lb-ft, 30,000 lbs. (13,600 kg) maximum GVWR/GCWR. Includes transmission oil cooler in radiator, increased cooling, and column shift. No Parking pawl available. Transmission does not include internal power-take-off gear unless option PTO is specified
- Front axle, 10,000 lbs. (4536 kg) capacity - Up to 54 degree turn angle
- Front suspension, tapered leaf, 10,000 lbs. (4536 kg) capacity
- Front wheels, 22.5" x 7.5" (58.9 cm x 19 cm), steel disc - Accuride 10-hole, flange nut, hub piloted, 11.25" (28.5 cm) bolt circle, painted Gray (E- Coat), 13,220 lbs. (5996 kg) capacity,
- Front tire size, 245/75R22.5G - 9350 lbs. (4241 kg) capacity,
- Front tire tread, premium highway
- Rear axle, single-speed, Dana 19060S, 19,000 lbs. (8618 kg) capacity - includes 75W-90 synthetic lubricant and National brand oil seals
- Rear wheel drive
- Rear axle ratio, 7.17:1
- Rear suspension, multi-leaf, 19,000 lbs. (8618 kg) capacity
- Rear wheels, 22.5" x 7.5" (58.9 cm x 19 cm), steel disc - Accuride 10-hole, flange nut, hub piloted, 11.25" (28.5 cm) bolt circle, painted Gray (E-Coat) 26,440 lbs. (11,993 kg) capacity.
- Rear tire size, 245/75R22.5G - 17,640 lbs. (8001 kg) capacity
- Rear tire tread, premium highway
- Wheelbase, 140" (355.6 cm) - with 72" (182.9 cm) CA and 135.3" (343.7 cm) CE.
- Frame, painted semi-gloss black 6mm rail - 50,000 psi (344,750 kPa) yield strength, steel frame, SAE J1392-050XLK steel, dimensions 9 1/2" x 3" x 1/4" section modulus 9.58 cu. in., RBM 479,000
- Fuel tank, single, 50-gallon (189.2L) fuel capacity - driver side, steel top tread plate, sump, drain and steps under cab on front passenger side and rear both rear passenger sides. Provides clean back of cab.
- Brake system, hydraulic, split - with 4-channel ABS disc-type Bosch Hydro Max high performance booster, tandem master cylinder provides independent front and rear circuits, front and rear disc Meritor calipers: 15 3/8" (391mm) rotor diameter, 1 1/2" (39.1 mm) rotor thickness with (4) 2 1/2" (64 mm) diameter pistons

SAFETY

- Brake system, hydraulic, split - with 4-channel ABS
- Air bags, Supplemental Inflatable Restraints not included

SELECTED OPTIONS - CC7C042 Regular Cab

DIESEL ENGINE: LRR CATERPILLAR DIESEL C7 WITH ACERT TECHNOLOGY, 250 HP (186 KW) @ 2200 RPM AND 800 LB-FT TORQUE (1,080 N-M) @ 1,440 RPM -Maximum engine speed 2,400 rpm,

AIR CLEANER: KNB DRY-TYPE STANDARD FILTER ELEMENT

ALTERNATOR: K60 22SI, 100-AMP MAXIMUM

BATTERY: TNN DUAL, 700 CCA, DELPHI HEAVY-DUTY FREEDOM BS 31-700 12V-360-MINUTE RESERVE CAPACITY @ 27 DEGREES C, 700 CCA @ -18 DEGREES C

STARTER: KQR OVER CRANK PROTECTION

EXHAUST SYSTEM: NB5 SINGLE HORIZONTAL-DRIVER SIDE MOUNTED INSIDE FRAME RAIL (aluminized steel)

POWER TAKE OFF: PTO ELECTRONIC ACTIVATION SWITCH, (ELECTRIC HAND THROTTLE), IP MOUNTED - When activated, it adjusts engine rpms. PTO price to include cruise control; include power-take-gear in transmission. PTO access on passenger side only ,

AUTOMATIC TRANSMISSION: MP8 ALLISON MD3060P CR (CLOSE RATIO) 6-SPEED -with 0.65 over drive. Torque rating: 800 lb-ft, Includes transmission oil cooler in radiator, increased cooling, and instrument panel-mounted push button control. Display is integrated in the design of the instrument cluster for current gear usage

FRONT AXLE: FS7 12,000 LBS. (5443 KG) CAPACITY -up to 54 degree turn angle.

FF1 OIL-LUBRICATED "SYNTHETIC" FRONT WHEEL HUBS with clear caps

FRONT SUSPENSION: F26 TAPERED LEAF, 12,000 LBS. (5443 KG) CAPACITY

FRONT STABILIZER BAR: F59 STABILIZER BAR -2" x 2" (5 cm x 5 cm) Square tube with taper leaf suspensions, solid bar style with multi-leaf suspensions.

FRONT WHEEL: QH3 22.5" X 7.5" (58.9 CM X 19 CM), STEEL DISC -Accuride 10-hole, flange nut, hub piloted, 11.25" (28.5 cm) bolt circle, painted Gray (E-Coat), 13,220 lbs. (5996 kg) capacity

FRONT TIRE: XWL 11R22.5G-12,350 LBS. (5602 KG) CAPACITY.

SINGLE SPEED REAR AXLE: HPP DANA 21060S, 21,000 LBS. (9526 KG) CAPACITY.

AXLE RATIO: 11 5.57:1

REAR SUSPENSION: GP1 MULTI-LEAF, 23,500 LBS. (10,660 KG) CAPACITY,

REAR AUXILIARY SPRINGS: G60 SINGLE TAPERED LEAFBOLTED REAR SUSPENSION
EV9 BOLTED REAR SUSPENSION -Rear suspension brackets bolted to frame in lieu of rivets

REAR WHEEL: QH4 22.5" X 7.5" (58.9 CM X 19 CM), STEEL DISC -Accuride 10-hole, flange nut, hub piloted, 11.25" (28.5 cm) bolt circle, painted Gray (E-Coat) 26,440 lbs. (11,993 kg)

REAR TIRE: YWL 11R22.5G-23,000 LBS. (10,430 KG) CAPACITY

WHEELBASE: EK7 260" (660.4CM) -with 192" (487.7 cm) CA and 304.2" (772.7 cm) CE.

FRAME RAIL: F02 RAIL, PAINTED SEMI-GLOSS BLACK 10MM-110,000 PSI (758,400 KPA) YIELD STRENGTH, steel frame, SAE 1027-heat treated steel, dimensions 10 3/4" x 3 x 3/8", section modulus 17.93 cu. in., RBM 1,972,300

REINFORCEMENT: F20 INVERTED "L" -110,000 PSI (758,450 KPA) YIELD STRENGTH. Increases section modulus to 26.91 cu in. Increases RBM to 2,960,100.

FUEL TANK: NG7 DUAL, 25-GALLON (95L) PASSENGER SIDE, 50-GALLON (189.2L) FUEL CAPACITY, driver side, steel-Provides clean back of cab

BRAKE SYSTEM: JE4 AIR ABS BRAKE SYSTEM-S CAM TYPE MERITOR, include dual air pressure gauge, low air pressure warning light and alarm, and front dust shields, outboard-mounted brake drums standard, include Meritor front and rear automatic slack adjusters, include air-activated spring-loaded parking brake, include Allied Signal air dryer ADIS with automatic air moisture ejector.

AIR COMPRESSOR: KZX WATER-COOLED, 2-CYLINDER 13.2 CFM

TOWING DEVICES: V76 FRONT TOW HOOKS, FRAME-MOUNTED

DRIVER CONVENIENCE PACKAGES

ZQ3 DRIVER CONVENIENCE PACKAGE

MISCELLANEOUS CAB EQUIPMENT

DT4 PACKAGE –auxiliary 12v outlet located on center console

N33 TILT-WHEEL ADJUSTABLE STEERING

K34 CRUISE CONTROL

C60 AIR CONDITIONING

DRIVER SEAT: AS4 HIGH-BACK BUCKET, FIXED HEIGHT, MANUAL ADJUSTER -storage in the seat riser with a small lip at the front to stop contents from sliding out

PASSENGER SEAT: A58 TWO-PERSON, STORAGE UNDER FOLD-UP SEAT AND IN CENTER SEAT BACK

RADIO: UM7 DELCO AM-FM STEREO RADIO -with coaxial speakers in all door panels

OUTSIDE REARVIEW MIRROR: DB5 MANUAL, 102" (259 CM) WIDE LOAD, INTEGRAL ARM, INTEGRAL

CONVEX MIRROR -black molded composite 12" x 7" (30.5cm x 17.8 cm) with 6" x 7" (15.2cm x 17.8cm) convex section

PAINT: ZY1 SOLID PAINT

INTERIOR TRIM: 69I VERY DARK PEWTER

SEAT TRIM: C CLOTH SEAT TRIM

WEIGHT RATINGS - CC7C042 Regular Cab **Front Gross Axle Weight Rating:** * 12,000.00 **Rear Gross Axle Weight Rating:** * 21,000.00 **Gross Vehicle Weight Rating:** * **33,000.00**

Flat Bed Dump Specifications: INSTALLED ON A – NEW GMC C – SERIES CAB
CHASSIS W/ AUTO TRANSMISSION MODEL # MD3060 – AIR BRAKE

STRUCTURAL STEEL FLATBED & HOIST / SIDES AS FOLLOWS:

14' long structural steel flatbed by 96" wide

3" "C" channel cross members on 12" centers

"C" channels long sills

3" X 5" X 1/4" angle iron perimeter

3/16" smooth steel deck

Four (4) post, 2" above cab, small expanded metal window in headboard

Front corner step
 24" high removable steel sides with tapered steel posts. One piece sections per side with 6" minimum "D" ring eyes for lifting
 24" high steel dump style gate
 Pneumatic release tailgate
 All legal lights, reflectors & mud flaps per DOT
 Heavy duty ICC dock bumper
 Premiere 580 pintle – hitch plate with safety "D" rings & 7 way plug in
 Air tractor package with gland hands to hitch area
 Primed and painted black
 2 each 36" X 18" X 18" underbody toolbox (one per side) – steel
 Back up alarm if not provided on truck chassis
 Rope hooks – 8 per side
 Ratchet tie downs – 6 locations per side. Located every 24" starting 24" from end of bed.

HOIST: 625 DH OMAHA or VENCO 628 – scissors hoist.

18 Ton water level capacity at 45 degrees

With 24" overhang with 114" CA

Double acting (power up and power down)

PTO driven – with direct mount pump with cable hoist controls

RECOMMEND OPTION INCLUDED:

K40 Engine exhaust brake
 NWB Spin on fuel-water separator
 KA2 Engine block heater
 KPJ automatic engine shut down
 MBT Synthetic transmission fluid
 NW9 Electronic traction control
 EJ5 Hystec cab mounts UUE Air horn
 UXT Transmission temp gauge
 E89 Interior cab back panel AQT Air suspension driver seat
 AK5 Driver and passenger air bags
 DB8 Heated rear view mirrors.

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.233-1	Disputes	JUL 2002
52.246-18	Warranty Of Supplies Of A Complex Nature	MAY 2001
52.247-15	Contractor Responsibility for Loading and Unloading	APR 1984
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

- ___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-6.
- ___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- x___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- x___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- x___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- x___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- x___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

____ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

____ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

____ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

____ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

____ (ii) Alternate I (JAN 2004) of 52.225-3.

____ (iii) Alternate II (JAN 2004) of 52.225-3.

____ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

____ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

____ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

x____ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acq.osd.mil/dp/dars/dfar.html>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

____ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

X____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (----- Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

_____ 252.225-7021 Trade Agreements (JUN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

_____ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

X_____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

X_____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____ Alternate I) (MAR 2000) (_____ Alternate II) (MAR 2000) (____ Alternate III (May 2002).

X_____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)